

REMARKS

This responds to the Final Office Action dated April 20, 2011.

Claims 1, 42, and 43 are amended. Support for the claim amendments can be found in at least, for example, paragraph [0063]-[0064] of the originally filed application; as a result, claims 1, 4-7, 9-21, and 42-43 are now pending in this application.

The Rejection of Claims Under § 102

Claims 1, 4-5, 7, 9-21, 42 and 43 are rejected under 35 U.S.C. § 102(e) as being anticipated by Cales (U.S. Publication No. 2003/0135421).

Cales describes a “third party buyer protection service (BPS) to monitor and direct a business transaction between a buyer and a seller.” Cales, Paragraph [0011]. In particular, “the process begins 401 with an agreement 402 between the buyer and seller to utilize the BPS followed by an exchange 403 of their respective E-mail and correspondence address. With an Internet connection as shown in FIG. 1B, the buyer e-mails the BPS to set up an account followed by the transaction information 404.” Cales, Paragraph [0031]. As pointed out by the Office A, Paragraph [0037] of Cales describes “a BPS fee table is presented to a prospective client (i.e. seller and buyer) at account registration or other appropriate time. The monetary fee may be established as a flat fee or a percentage of the product purchase price.” As such, any seller and buyer may participate in the BPS program by completing the “account registration.”

In contrast, claim 1 recites in part “determining that a seller is *eligible* to offer a buyer the money-back guarantee *based on a rating of the seller's previous transactions on the network-based marketplace.*” Instead in Cales, any seller can participate in the BPS program after completing an account registration regardless of a “rating of the seller's previous transactions” as recited in claim 1 and similarly in claims 42 and 43.

Thus, Applicant respectfully requests that the rejection under 35 U.S.C. § 102(e) with regard to independent claims 1, 42, and 43 be withdrawn. Further, since claims 4, 5, 7, and 9-21 depend, either directly or indirectly from claim 1, they too are allowable for at least the same reasons as the independent claims from which they depend.

The Rejection of Claims Under § 103

Claim 6 is rejected under 35 U.S.C. § 103(a) as being unpatentable over Cales (U.S. Publication No. 2003/0135421) in view of Junger (U.S. Publication No. 2004/0172260).

However, claim 6 depends from independent claim 1 and includes all limitations therein. Consequently, claim 6 is allowable for at least the same reasons as given with reference to claim 1, above. As discussed above, Cales does not disclose at least Applicant's claimed element of "determining that a seller is eligible to offer a buyer the money-back guarantee based on a rating of the seller's previous transactions on the network-based marketplace." Applicant submits that Junger too fails to teach or suggest this limitation.

Thus, Applicant respectfully requests that the rejection under 35 U.S.C. § 103 with regard to dependent claim 6 be withdrawn.

CONCLUSION

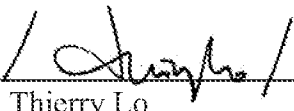
Applicant respectfully submits that the claims are in condition for allowance, and notification to that effect is earnestly requested. The Examiner is invited to telephone Applicant's representative at (949) 354-0200 to facilitate prosecution of this application.

If necessary, please charge any additional fees or deficiencies, or credit any overpayments to Deposit Account No. 19-0743.

Respectfully submitted,

SCHWEGMAN, LUNDBERG & WOESSNER, P.A.
P.O. Box 2938
Minneapolis, MN 55402--0938
(949) 354-0200

Date July 20, 2011

By 
Thierry Lo
Reg. No. 49,097